

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: : **CHAPTER 13**
Garry Core :
Debtor : **BANKRUPTCY NO.: 19-18028-AMC**

DEBTOR'S RESPONSE TO MIDFIRST BANK'S
MOTION FOR RELIEF

Debtor, by his attorney, Brandon J. Perloff, Esq. by way of Response to Midfirst Bank's (hereinafter, "Midfirst" or "Movant") Motion for Relief, respectfully represents the following:

1. Admitted.
2. Admitted.
3. Denied. Movant's allegation contains factual averments contained within documents filed by Movant, which are on record before the Court. Debtor does not attest to the authenticity or the veracity of said documents. Said documents speak for themselves. The facts contained in corresponding paragraph are therefore denied.
4. Admitted.
5. Admitted.
6. Denied. On or about 7/23/2020, the Debtor obtained a forbearance of mortgage payments. After the end of the forbearance period, the Debtor was instructed to contact Movant's loss mitigation department to review options for repayment of forbearance arrears. The Debtor proceeded accordingly. Specifically, he contacted Movant's loss mitigation department to request relief in the form of a HUD partial claim. Debtor believes that said request is pending at this time.
7. Denied. The Debtor lacks sufficient knowledge to admit or deny Movant's averment. Therefore Movant's averment is denied.
8. Denied. The Debtor lacks sufficient knowledge to admit or deny Movant's averment. Therefore Movant's averment is denied. By way of further response, Debtor's account is currently being reviewed for approval of relief through HUD's partial claim program, which will

cure any forbearance arrears that may be due.

9. Denied. Movant's averment is a conclusion of law to which no response is required.
10. Denied. Movant's averment is a conclusion of law to which no response is required.

WHEREFORE, Debtor prays that Movant's Request for Relief be denied.

Date: December 16, 2021

/s/ Brandon J. Perloff
Brandon J. Perloff Esquire.
Attorney for Debtor